



Law Department
1010 City-County Building
Detroit, Michigan 48226
(313) 224-4550

Coleman A. Young, Mayor
City of Detroit

November 20, 1989

US EPA RECORDS CENTER REGION 5



Nancy J. Justus
Superfund Program Management Branch
U.S. Environmental Protection Agency, 5HSM-12
230 South Dearborn Street
Chicago, Illinois 60604

Re: Response of the City of Detroit's Community and Economic Development Department to the United States Environmental Protection Agency's Request for Information Pursuant to Section 104(e) of CERCLA for the Revere Copper and Brass Site

Requests

Request 1. Identify all persons consulted in the preparation of the answers to these Information Requests.

Response 1. Dave Wright, Rudiene Clark, John Davis, William Thompson.

Request 2. Identify all documents consulted, examined, or referred to in the preparation of the answers to these Requests and provide copies of all such documents.

Response 2. The following documents are attached:

- a. Bankruptcy Application and Order approving agreement of sale of industrial property - 14 pages
- b. Offer to Purchase and Agreement of Sale - 8 pages
- c. Land Contract - 6 pages
- d. Commitment for Title Insurance - 4 pages
- e. February 23, 1983, letter from McMillan Machinery Co., Inc., to City of Detroit - 1 page
- f. Affidavit of Lost Deed - 17 pages

Request 3. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Information Request or who may be able to provide additional responsive documents, identify such persons.

Response 3. Former owners and operators: See Response No. 14.

Request 4. List the EPA Identification Numbers of the Respondent.

Response 4. Not applicable.

Request 5. Identify the acts or omissions of any person, other than your employees, contractors, or agents, who may have caused the release or threat of release of hazardous substances,

pollutants, or contaminants including Polychlorinated Biphenyls (PCBs), and damages resulting therefrom.

Response 5. Illegal dumping by unknown parties.

Request 6. Identify all persons having knowledge or information about the generation, transportation, treatment, disposal or other handling of hazardous substances including PCBs by you, your contractors, or by prior owners and operators.

Response 6. Unknown.

Request 7. Did you ever use, purchase, store, treat, dispose, transport or otherwise handle any hazardous substances or materials including PCBs?

Response 7. No.

Requests 8, 9, 10, 11, and 12 are not duplicated herein for the reason that they are not applicable to the City of Detroit.

Request 13. State the dates during which you owned, operated, or leased the Site and provide copies of all documents evidencing or relating to such ownership, operation, or lease arrangement (e.g., deeds, leases, etc.).

Response 13. On December 20, 1982, the City of Detroit, as purchaser, and Revere Copper Products, Incorporated, a Maryland

corporation, as seller, entered into a land contract for the purchase of the Revere Copper and Brass Site. A warranty deed, although executed in December, 1985, was recorded in January, 1987.

The City of Detroit has at no time "operated or leased the site" nor has it engaged in any "operation of lease arrangement."

Request 14. Identify the prior owners of the Site. For each prior owner, further identify:

- a. The dates of ownership
- b. All evidence showing that they controlled access to the Site; and
- c. All evidence that a hazardous substance, pollutant, or contaminant was released or threatened to be released at the Site during the period that they owned the Site.

Response 14. Revere Copper Products, Inc., a Maryland corporation; Revere Copper and Brass, Inc.; Republic Brass Corporation; The Michigan Copper and Brass Corporation; Detroit Lumber Company; Margaret Moreland; Elise L. Sheldon, formerly Elise Reeder; Detroit Trust Company.

Request 15. Identify the prior operators, including lessors, of the Site. For such operator, further identify:

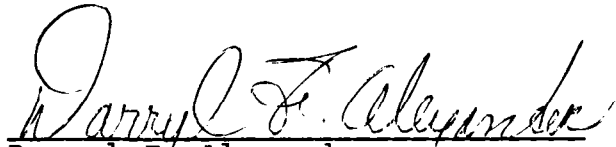
- a. The dates of operation;
- b. The nature of prior operations at the Site;

- c. All evidence that they controlled access to the Site; and
- d. All evidence that a hazardous substance, pollutant, or contaminant was released or threatened to be released at or from the Site and/or its solid waste units during the period that they were operating the Sites.

Response 15. See Response No. 14 above.

Request 16. Provide copies of all local, state, and federal environmental permits ever granted for the Facility or any part thereof (e.g., RCRA permits, NPDES permits, etc.).

Response 16. None.


Darryl F. Alexander
Assistant Corporation Counsel

DFA/lk

AFFIDAVIT

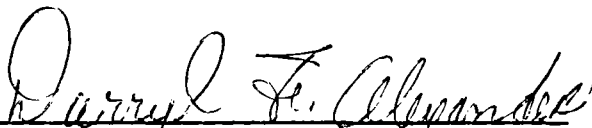
STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

DARRYL F. ALEXANDER, being first duly sworn, deposes
and says:

1. That he is the attorney for the Community and
Economic Development Department, City of Detroit, Michigan.

2. That the statements and all information
contained in the foregoing letter, dated November 20, 1989, are
true to the best of his knowledge, information, and belief.

3. That diligent search will be continued in an
effort to locate any additional information.


DARRYL F. ALEXANDER
Assistant Corporation Counsel

Subscribed and sworn to before me
this 20th day of November, 1989.


NOTARY PUBLIC, WAYNE COUNTY, MICHIGAN

My commission expires: LUCILLE KUKIS
NOTARY PUBLIC-WAYNE COUNTY, MICHIGAN
MY COMMISSION EXPIRES 1-15-92

A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	
REVERE COPPER AND BRASS	:	Case Nos.
INCORPORATED,	:	82 B 12073 (PA)
JOHN I. PAULDING, INC.,	:	to 82 B 12086 (PA)
REVERE COPPER PRODUCTS, INC.,	:	inclusive
REVERE EXTRUDERS, INC.,	:	
REVERE FOIL CONTAINERS, INC.,	:	
REVERE RESEARCH, INC.,	:	
REVERE SOLAR AND ARCHITECTURAL	:	
PRODUCTS, INC.,	:	
REVERE TECHNOLOGY AND	:	
CONSULTING COMPANY, INC.,	:	
REVERE WARE COURTESY STORES, INC.,	:	
WELLS ALUMINUM CORPORATION,	:	
WELLS ALUMINUM, INC.,	:	
WELLS ALUMINUM SOUTHEAST, INC.,	:	
WELLS ALUMINUM MOULTRIE, INC., and	:	
NORTH AMERICAN ALUMINUM	:	
CORPORATION,	:	
	:	
Debtors.	:	

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APPLICATION FOR ORDER
APPROVING SALE OF INDUSTRIAL PROPERTY

TO THE HONORABLE PRUDENCE B. ABRAM, UNITED STATES BANKRUPTCY JUDGE:

Revere Copper Products, Inc., as debtor-in-
possession ("RCPI"), respectfully represents:

1. On October 27, 1982, Revere Copper and Brass Incorporated ("Revere") and thirteen of its directly or indirectly wholly-owned subsidiaries, including RCPI, each filed with this Court a petition for relief under chapter 11, title 11, United States Code (the "Bankruptcy Code"). Revere

and its subsidiaries are continuing to operate their businesses and manage their properties as debtors-in-possession. An order of procedural consolidation and joint administration of the chapter 11 cases was entered by the Court on October 27, 1982.

2. Revere and its subsidiaries are engaged in the business of producing, manufacturing and selling nonferrous metal products, including primary aluminum, aluminum rolling mill products, aluminum foil and extruded aluminum shapes, fabricated copper and brass mill products, Revere Ware kitchen utensils, and metal stampings.

3. Since 1976, Revere and its subsidiaries have closed or discontinued several plants and product lines which were not sufficiently profitable. Among such plants which have been closed is a copper rolling and strip mill (the "Strip Mill") owned and operated by RCPI and located in Detroit, Michigan. In addition, on October 8, 1982, Revere announced the imminent closing of RCPI's Detroit, Michigan copper extrusions mill (the "Extrusion Mill") which is located on the same parcel as the Strip Mill. (The Strip Mill and the Extrusion Mill are hereinafter sometimes collectively referred to as the "Property").

4. As a result of the cessation of operations at the Property, Revere and RCPI have been engaged in marketing

the Property to a third party. These efforts have resulted in a proposed agreement of sale between RCPI and the City of Detroit acting through its Community and Economic Development Department ("Detroit"), substantially in the form annexed hereto as Exhibit "A", pursuant to which Detroit has agreed to purchase the Property for the sum of \$3,000,000.

5. The Agreement provides in pertinent part, as follows:

a. The purchase price shall be paid \$900,000 at closing with the balance to be paid in three installments of \$700,000 each, exclusive of interest payments at the rate of ten percent (10%) per annum, taxes and insurance, such installments to be payable on the first three anniversary dates following the date of the closing.

b. RCPI may at its option for up to two years following closing occupy the Extrusion Mill rent free provided that RCPI holds Detroit harmless from any liability in connection therewith.

c. RCPI shall use its best efforts to obtain and transfer to Detroit at no cost title to the property on both sides of a rail line running through the Property. If RCPI is unable to do so,

the purchase price for the Property shall be reduced by the sum of \$500,000.00.

d. The Agreement is subject to the approval of the Detroit City Council.

6. Approval of the Agreement is in the best interests of the estate, its creditors and other parties in interest. As indicated, RCPI and Revere have been actively engaged in marketing the Property since June of 1981. The initial price at which the Property was offered was \$3,600,000. The only purchase offer received to date is the offer which has been made by Detroit. RCPI submits that the \$3,000,000 purchase price offered by Detroit in accordance with the Agreement is more than reasonable under the circumstances. Further, the sale of the Property will enable RCPI to eliminate substantial carrying costs for essentially non-productive property.

7. No examiner, trustee or creditors' committee has been appointed in these chapter 11 cases. Notice of this Application has been given to the United States Trustee and to Manufacturers Hanover Trust Company, as agent for itself and certain other banks holding claims against Revere. Applicant submits that because the Detroit City Council is meeting imminently to consider the Agreement and because the Property has been actively marketed for a substantial period of time,

pursuant to Interim Bankruptcy Rule 2002, no further notice need be given.

8. No previous application for the relief requested herein has been made to this or to any other Court.

WHEREFORE RCPI requests entry of the prefixed order and such other and further relief as is just.

Dated: New York, New York
November 7, 1982

WEIL, GOTSHAL & MANGES
Attorneys for Revere Copper
Products, Inc.
767 Fifth Avenue
New York, New York 10153
(212) 310-8000

By 
A Member of the Firm

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Case Nos.
REVERE COPPER AND BRASS	:	82 B 12073 (PA)
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JOHN I. PAULDING, INC.,	:	inclusive
REVERE COPPER PRODUCTS, INC.,	:	
REVERE EXTRUDERS, INC.,	:	
REVERE FOIL CONTAINERS, INC.,	:	
REVERE RESEARCH, INC.,	:	
REVERE SOLAR AND ARCHITECTURAL	:	
PRODUCTS, INC.,	:	
REVERE TECHNOLOGY AND	:	
CONSULTING COMPANY, INC.,	:	
REVERE WARE COURTESY STORES, INC.,	:	
WELLS ALUMINUM CORPORATION,	:	
WELLS ALUMINUM, INC.,	:	
WELLS ALUMINUM SOUTHEAST, INC.,	:	
WELLS ALUMINUM MOULTRIE, INC., and	:	
NORTH AMERICAN ALUMINUM	:	
CORPORATION,	:	
	:	
Debtors.	:	

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ORDER APPROVING AGREEMENT
OF SALE OF INDUSTRIAL PROPERTY

Upon the annexed application (the "Application") of Revere Copper Products, Inc., as debtor-in-possession ("RCPI"), dated November 9, 1982, for an order approving the Agreement of Sale between RCPI and The City of Detroit, substantially in the form annexed as Exhibit "A" to the Application (the "Agreement"), and notice of the Application having been given to the United States Trustee and to Manufacturers Hanover Trust Company, as agent for itself and certain other banks holding claims against Revere Copper and

Brass Incorporated, RCPI's parent company; and sufficient cause appearing therefor, it is

ORDERED that the Agreement be, and it hereby is, approved in all respects; and it is further

ORDERED that RCPI be, and it hereby is, authorized and empowered to execute and deliver the Agreement and to execute and deliver any other documents and take any further action that may reasonably be necessary to effectuate the provisions of the Agreement and this order; and it is further

ORDERED that pursuant to Interim Bankruptcy Rule 2002, notice to the United States Trustee and to Manufacturers Hanover Trust Company, be, and it hereby is, deemed

sufficient. *And it is further ordered that, unless otherwise ordered in the future after notice and a hearing, RCPI may use the proceeds of sale in the ordinary course of its business.*
Dated: New York, New York
November 9, 1982

15/ Prudence B. Abram
United States Bankruptcy Judge

policy to be the date of this contract, or such later date as the contract is delivered by Seller to purchase at closing.

Purchaser's
Duties

2. PURCHASER AGREES:

(a) To purchase the land and pay Seller the sum aforesaid, with interest thereon, as above provided.

(b) To use, maintain and occupy the land in accordance with any and all building and use restrictions applicable thereto.

Maintenance
of Premises

(c) To keep the land in accordance with all police, sanitary or other regulations imposed by any governmental authority.

(d) To keep and maintain the land and the buildings in as good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of Seller's security, without the written consent of Seller.

To Pay Taxes
and Keep
Premises
Insured

(e) To pay all taxes and special assessments hereafter levied on the land before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof; ~~and also at all times to keep the buildings now or hereafter on the land insured against loss and damage in manner and to an amount approved by Seller, and to deliver the policies as issued to Seller with the premiums fully paid.~~ *WMD*

Acceptance
of Title
and
Premises

(f) That he has examined a title insurance commitment dated DECEMBER 7, 1982, issued by First Title Corporation covering the land, and is satisfied with the marketability of title shown thereby. Delivery of such commitment to Purchaser shall constitute partial fulfillment of Seller's agreement to furnish title evidence herein contained. Section 1(d) shall constitute total fulfillment of agreement.

(g) That he has examined the land and is satisfied with the physical condition of any structure thereon and, only except as provided in paragraph (3) (k) (iii) below, hereby waives any and all claims on account of any encroachment on the land or on any premises adjacent thereto.

3. SELLER AND PURCHASER MUTUALLY AGREE:

Mortgage
by Seller

(a) That Seller may at any time encumber the land by mortgage or mortgages to secure not more than the balance owing hereto at the time such mortgage or mortgages are executed, which mortgage or mortgages shall provide for payments of principal and/or interest not in excess of nor sooner than those provided for in this contract, and shall be a first lien upon the land superior to the rights of Purchaser therein; provided notice of the execution of such mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages and the rate of interest and maturity of the principal and interest shall be sent to Purchaser by certified mail promptly after execution thereof. Purchaser shall, on demand of the Seller, execute any instruments that may be required for the

exercise of the foregoing power. If Purchaser shall refuse to execute any such instruments demanded by Seller or to accept such certified mail, or such certified mail shall be returned unclaimed, then Seller may post such notice in two conspicuous places on the land, and make affidavit of such facts and of such posting, after which Purchaser's rights shall be subordinated to such mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination effected as herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals, extensions or amendments of such mortgage or mortgages after Seller has given notice thereof to Purchaser in like manner as is herein provided for giving notice of the execution of such mortgage or mortgages, except as to amendments which would increase the mortgage amount to one in excess of that owing hereon, or provide for a rate of interest in excess of that provided or a maturity date sooner than provided herein.

Encumbrances
on Seller's
Title

(b) That if the title of Seller is evidenced by land contract or now or hereafter encumbered by mortgage, Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to Purchaser on demand. On Seller's default Purchaser may pay the same, which payments shall be credited on the sums matured or first maturing hereon with interest at Ten (10%) per cent per annum on payments so made. If proceedings are commenced to recover possession of the land or to enforce the payment of such contract or mortgage, because of Seller's default, Purchaser may at any time thereafter while such proceedings are pending encumber the land by mortgage securing such sums as can be obtained upon such terms as may be required and with the proceeds pay and discharge such mortgage or purchase money lien, and any mortgage so given shall be a first lien upon the land superior to the rights of Seller therein. Thereafter Purchaser shall be credited on the sums matured or first maturing hereon. When the amount owing hereon is reduced to that owing upon such contract or mortgage or upon any mortgage executed under either of the powers contained in this contract, a conveyance shall be made in the form above provided with a covenant by the grantee to assume and pay the same.

Non-payment
of Taxes or
Insurance

(c) That if default is made by Purchaser in the payment of any tax or special assessment or insurance premiums or in the delivery of insurance as above provided, Seller may pay such tax, special assessment or premiums or procure such insurance and pay the premiums therefor, and any amount so paid shall be a further lien on the land payable by Purchaser to Seller forthwith with interest at Ten (10%) per cent per annum. This provision shall be effective only if Paragraph 2(e) applies.

Disposition
of Insurance
Proceeds

(d) That during the existence of this contract, any proceeds received from a hazard insurance policy covering the land shall be distributed first to Seller to apply upon the contract, with any balance of such proceeds paid to Purchaser.

Assignment
by Purchaser

(e) That no assignment or conveyance by Purchaser shall create any liability whatsoever against Seller until a duplicate thereof duly witnessed and acknowledged, containing the residence address of the assignee, shall be delivered either personally or by certified mail to Seller and receipt therefor obtained. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by

Seller's endorsement of receipt or acceptance thereon.

Possession

(f) That Purchaser shall have the right to possession of the land from and after the date hereof, unless otherwise herein provided and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. If the land is vacant or unimproved, Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.

**Right
to Forfeit**

(g) That should Purchaser fail to perform this contract or any part thereof, Seller immediately after such default shall have the right to declare this contract forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the land, together with additions and accretions thereto, and consider and treat Purchaser as his tenant holding over without permission and may take immediate possession of the land, and Purchaser and each and every other occupant remove and put out. A proper notice of forfeiture, giving Purchaser at least fifteen (15) days to pay any moneys required to be paid hereunder or to cure other material breaches of this statute, prior to institution of any proceedings to recover possession of the land.

**Acceleration
Clause**

(h) That if proceedings are taken to enforce this contract by equitable action, after Purchaser shall have been in default for a period of forty-five (45) days or more, the entire amount owing hereon shall be due and payable forthwith, anything herein contained to the contrary notwithstanding.

(i) That time shall be deemed to be of the essence of this contract.

**Notice to
Purchaser**

(j) That any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be conclusively presumed to have been served upon Purchaser, if such instrument was enclosed in an envelope with first-class postage fully prepaid, addressed to Purchaser at the address set forth in the heading of this contract or at the latest other address, which may have been specified by Purchaser and receipted for in writing by Seller, and such envelope was deposited in the United States government mail.

**Additional
Clauses**

(k) i. That in consideration of the herein agreed upon purchase price, the Seller, having full knowledge of same, agrees to waive all present and future claims to relocation benefits that would normally be associated with the City's Community & Economic Development Block Grant purchases.

ii. That the premises contain no compensable movable or immovable trade fixtures involved in this purchase. Further, no appraisal or valuation of such was considered or deemed necessary by Seller or Purchaser, and Seller agrees to waive the purchase of any such items.

iii. That Seller will utilize his best efforts to obtain and transfer to the Purchaser at no cost, title to the property on both sides of a rail line running through the premises, which would be included in the legal description attached hereto, but for the exceptions contained on pages two (2) and three (3) of

Exhibit A. In the event that Seller has been unable to obtain and be ready to transfer to the Purchaser marketable title to that parcel by thirty (30) days prior to the date on which the first installment of the purchase price (\$700,000.00) is to be paid, Seller will allow the Purchaser to place in escrow \$500,000.00 of said first installment. In the event Seller is unable to transfer marketable title of railroad property to Purchaser after final installment of land contract is paid, Purchaser will retain escrowed amount (\$500,000.00) and pursue purchase of railroad land unto itself.

- iv. While and during any period up to two (2) years following this contract date, the Seller may enjoy rent free occupancy of that part of the premises, including office and parking, currently utilized by it for an extrusion plant, provided Seller produces evidence to hold the City harmless from any liability that could be connected with the premises and its occupancy. Seller will not occupy the balance of the premises after the date of this contract except as necessary to expeditiously remove the contents of its presently inactive rolling mill.

Capacity
of Parties

Any individual parties hereto represent themselves to be of full age. Any corporate parties hereto represent themselves to be existing corporations with their charters in full force and effect.

Interpretation
of Contract

The pronouns and relative words herein used are written in the masculine and singular. If, however, more than one person joins in the execution hereof as Seller or Purchaser, or either party be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, successors and assigns of the respective parties.

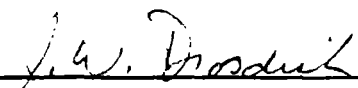
Signed, sealed and delivered by the parties in duplicate the day and year above written.

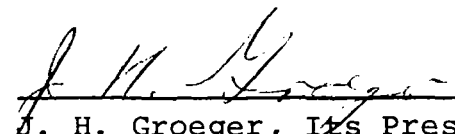
IN PRESENCE OF:

Signatures


REVERE COPPER PRODUCTS, INC.

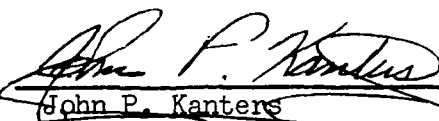

D. R. Wolfgang



J. W. Drosdick

BY  (L.S.)
J. H. Groeger, Its President

CITY OF DETROIT


Rosa L. McNamee

BY  (L.S.)
John P. Kanters
Deputy Finance Director


Lillian Sesnak

STATE OF NEW YORK

COUNTY OF ONEIDA

The foregoing instrument was acknowledged by me this 15th day of December, 1982 by J. H. Groeger the President of Revere Copper Products, Inc., a Maryland Corporation.

Mary S. Van Slyke

MY COMMISSION EXPIRES: 3/30/84

NOTARY PUBLIC State of New York
COUNTY Oneida

STATE OF MICHIGAN

COUNTY OF WAYNE

The foregoing instrument was acknowledged by me this 16th day of December, 1982 by John P. Kanters the Deputy Finance Director of the City of Detroit, a Michigan Municipal Corporation.

Shirley A. [Signature]

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC Shirley A. [Signature]
Notary Public, Michigan
My Commission Expires September 1984
COUNTY _____

REVERE COPPER PRODUCTS CLOSING

THIS IS TO ACKNOWLEDGE RECEIPT OF FUNDS, IN THE AMOUNT
OF \$902,157.81

DATED THIS 20th DAY OF DECEMBER, 1982.

PAID BY CERTIFIED CHECKS NOS 00023289 and
00023294, PAYABLE TO "REVERE COPPER + BRASS COMPANY"

William B. Dunn

WILLIAM B. DUNN

ATTORNEY FOR REVERE COPPER PRODUCTS

CLOSING STATEMENT

SELLER: Revere Copper Products, a Maryland Corporation

PURCHASER: City of Detroit

PROPERTY ADDRESS: 5851 W. Jefferson

DATE OF CLOSING: December 20, 1982

Sale Price: \$3,000,000.00

Land Contract: 2,100,000.00

Down Payment: \$ 900,000.00

\$900,000.00

Credits to Seller

1982 City Taxes - 1st Half (thru 12/31/82)

Parcel I - \$ 7,079.96

Parcel II - 50,330.37

\$57,410.33 = \$314.57/day
x 9½ days

2,988.41

Credits to Purchaser

1982 County Taxes

Parcel I - \$ 1,869.30

Parcel II - 13,288.56

\$15,157.86 = \$41.53/day
x 20 days

(12/1/82-12/20/82)

(830.60)

Amount Due Seller at Closing

\$902,157.81

** Broker disclaims any responsibility for adjustment or payment of water bill at closing. Buyer and Seller agree that Broker will not be involved in such settlement.

STATEMENT

between RALPH VIGLIOTTI REALTY, INC. and Seller

Commission on Sale (6% on \$3,000,000.00)

\$180,000.00

Disbursements

First Title - Title Policy

4,650.00

AMOUNT DUE BROKER + FIRST TITLE

\$184,650.00

NET AMOUNT DUE SELLER

\$717,507.81

We consider the forgoing to be a correct accounting.

REVERE COPPER PRODUCTS, Seller

W. H. D.

CITY OF DETROIT, Purchaser

R. Thompson

RALPH VIGLIOTTI REALTY, INC. Broker

R. Thomas Vigliotti

OFFER TO PURCHASE AND AGREEMENT OF SALE

3

The City of Detroit, acting by and through its Community & Economic Development Depart., whose address is 150 Michigan Avenue, Detroit, Michigan 48226, hereinafter designated as the City, hereby offers and agrees to purchase land and premises situated in the City of Detroit, in Wayne County, Michigan, described as follows:

Industrial property consisting of approximately 28.3 acres of land and 450,000 square feet of building. See attached legal descriptions which are made a part of this instrument.

Also, being known as 5851 West Jefferson Avenue, subject to existing restrictions of record, easements for public utilities and driveways, and zoning ordinances, if any; together with all improvements and appurtenances and including all lighting fixtures, shades, venetian blinds, curtain rods, drapery hardware and antennae, if any, now in or on the premises and to pay therefore the sum of Three Million (3,000,000.00) Dollars upon the following conditions:

SALE ON LAND CONTRACT

The payment of the sum of Nine-Hundred Thousand (\$900,000.00) Dollars and the execution of a land contract upon an acceptable title company form, acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within three (3) years from the date of the contract, in three (3) payments of not less than Seven-Hundred Thousand (\$700,000.00) Dollars each, which does not include interest payment at the rate of ten (10) percent per annum, and which does not include taxes and insurance.

TITLE POLICY

The Seller shall deliver to the City, as soon as may be, a policy of title insurance issued by an acceptable title company for an amount not less than the purchase price hereunder guaranteeing title in the condition required herein, bearing date later than acceptance hereof, which will be accepted as sufficient showing of title.

TIME AND PLACE OF CLOSING

The City agrees that if this offer to purchase is accepted by the Seller and if title can be conveyed in the conditions required hereunder, this sale will be completed within 45 days after receipt of evidence of marketable title. The place of closing will be mutually agreed upon.

TITLE OBJECTIONS

If the City objects to the condition of the title, based on an opinion of the City's attorney that title is not in the condition as required for performance hereunder, the Seller will attempt to remedy any defect in title; however, the City will not be required to proceed with the purchase of the property in accordance with the terms of this Agreement until such defect in title is remedied in the sole opinion of the City's attorney.

OCCUPANCY

While and during any period up to two (2) years following date of closing, the Seller may enjoy rent free occupancy of that part of the premises, including office and parking, currently utilized by it for an extrusion plant, provided Seller produces evidence to hold the City harmless from any liability that could be connected with the premises and its occupancy. Seller will not

occupy the balance of the premises after the closing except as necessary to expeditiously remove the contents of its presently inactive rolling mill.

ENCUMBRANCE REMOVAL

Any existing encumbrances upon the premises which Seller is required to remove under this offer may be paid and discharged with the purchase money at the time of the consummation of the sale.

TAXES

All taxes and assessments which have become a lien upon the land at the date of closing shall be paid by Seller. Rent, water bills and current City and County taxes, if any, shall be pro-rated and adjusted to date of closing. Taxes, if pro-rated, shall be on a fiscal year basis.

NOTICES

A. All notices, deliveries, or tenders given or made in connection herewith shall be deemed completed and legally sufficient, if mailed or delivered, to the respective party for whom the same is intended at the address herein set forth.

B. The covenants herein bind the heirs, personal representatives, executors, assigns and successors of the respective parties.

C. It is understood that this property is being purchase in its present condition and that it will be delivered by the Seller to the City in substantially the same condition as when this offer was made.

D. The City agrees that this offer shall remain open for twenty (20) days for Seller's acceptance. It may be extended at the City's option.

SPECIAL CONDITIONS

A. In consideration of the herein agreed upon purchase price, the Seller hereby agrees to waive all present and future claims to relocation benefits that would normally be associated with the City's Community Development Block Grant funding purchases.

B. Both parties, the Seller and the City, herein mutually agree that the premises contain no compensable movable or immovable trade fixtures that are involved in this purchase. Further, no appraisal or valuation of such was considered or deemed necessary. Purchase of such items is hereby waived.

C. Offer submitted herein is subject to the approval of the City Council. Said approval to be sought within ten (10) days after acceptance of this Agreement by Seller.

D. Seller agrees to use its best efforts to obtain and transfer to the City at no cost title to the property on both sides of a rail line running through the premises which would be included in the legal description attached hereto but for the exceptions beginning online 21 of the first page and running through line 4 of the second page and beginning on line 4 of the third page and running through the next to last line on that page. In the event that Seller has been unable to obtain and be ready to transfer to the City marketable title to that parcel by thirty (30) days prior to the date on which the first installment of the purchase price (\$700,000.00) is to be paid, Seller will allow the City to place in escrow \$500,000.00 of said first installment; In the event Seller is unable to transfer marketable title to railroad property to City after final installment of land contract is paid, City will retain escrowed amount (\$500,000.00) and pursue purchase of railroad land unto itself.

IN THE PRESENCE OF:

Constance Bryant
Dickie Mackelford

CITY OF DETROIT
COMMUNITY & ECONOMIC DEVELOPMENT
DEPARTMENT

By

WJ Thompson

Date 10-14-82

Phone 224-6532

Address 150 Michigan Avenue,
Detroit, Michigan 48226

By signing of this Offer to Purchase, the Seller accepts the foregoing offer and acknowledges the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

Beverly Harrickak
DJ. Stapp

REVERE COPPER PRODUCTS, INC.

By

R. Walsh
Treasurer

Date October 18, 1982 Phone (212) 578-1500

Address 605 Third Avenue,
New York, NY 10158

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The City hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing offer to purchase.

WJ Thompson - Chief Acquisition - Disposition L.S.

Date 10-19-82

LEGAL DESCRIPTION OF OWNERSHIP

The legal description of Revere Copper and Brass Incorporated is as follows:

Lots 1187 to 1200 both inclusive, and the westerly twenty-three feet in width of Lot 1201, all in the 6th plat subdivision of part of the Walter Crane Farm, private claim 39, according to the plat thereof recorded in Volume 20 of plats on page 55, Wayne County Register of Deeds office;

Also the westerly 385.36 feet in width of that part of private claim 39 south of West Jefferson Avenue excepting the northerly 145 feet thereof, according to the plat recorded in Liber 20 of plats, page 85, Wayne County Register of Deeds office, together with accretions and additions thereto extending to the Detroit River and to the harbor line;

Also the strip of land 20 feet in width lying between the above two parcels, and marked "public alley" on the plat in Liber 20 of plats at page 55, Wayne County Register of Deeds office, said alley having been vacated ... ;

Excepting, however, from said hereinabove described parcels, the portion thereof heretofore conveyed by deed recorded in Liber 660 of deeds, page 505, Wayne County Register of Deeds office, being a strip of land thirty feet wide, being fifteen feet on each side of the following described center line:

Commencing at a point on the south line of River Street (now West Jefferson Avenue), said point being 170 feet Westerly from the Westerly line of Campbell Avenue;

Running thence on a fifteen degree curve to the left to a point 179 feet southerly from the southerly line of (West Jefferson Avenue)

in a line two feet westerly from the westerly line of Lot 1202 extended, said Lot 1202 being in the Sixth plat subdivision of the Walter Crane Farm.

And, from the title insurance policy above-mentioned:

Lots 1 to 10 inclusive, of Block 22, Reeder, Jerome and Duffield's Subdivision of the East 354 feet of Private Claim 39, together with all of the vacated alley 20 feet wide lying immediately southerly of and adjacent to said premises, according to the plat thereof as recorded in the Office of the Register of Deeds for the County of Wayne in Liber 7 of Plats, on Page 29; except that part of Lot 10 of said Subdivision conveyed ... to City of Detroit by deed ... recorded in Liber 1756 of Deeds on Page 404;

Also Lots 1206 to 1215 inclusive of the Sixth Plat of the Subdivision of part of the Walter Crane Farm, Private Claim 39, together with all that part of the vacated public alley immediately South of said last above described premises lying between the Westerly line of Lot 1206 of said Plat extended Southerly and the Easterly lone of Lot 1215 thereof, extended Southerly; and also all that portion of vacated Campbell Avenue lying Southerly of the Southerly line of West Jefferson Avenue; according to the Plat thereof as recorded in the office of the Register of Deeds for Wayne County in Liber 20 of Plats, on Page 55;

Also, land described as beginning at a point S 28°08' E 202.75 feet from a point in the Southerly line of West Jefferson Avenue, 97.52 feet distant on a course S 61°52' W from the intersection of the Southerly line of West Jefferson Avenue with the westerly line of vacated Campbell Avenue; thence N 61°52' E 71.40 feet; thence N 27°49' W 57.75 feet; thence N 61°52' E 604.68 feet; thence S 27°50' E 759.52 feet to the United States harbor line; thence S 34°03' W along said harbor line 635.59 feet to a point in the Easterly line of land owned by Revere Copper and Brass Incorporated; thence N 55°57' W 302.57 feet; thence N 28°03' W 730.73 feet; thence N 61°52' E 29.64 feet to the point of beginning, including all vacated streets

and alleys lying within the boundaries of said premises above described, and together with all riparian rights thereunto belonging;

Excepting, however, from the above described premises the following parcel of land:

Beginning at a point 202.75 feet Southerly, measured at right angles, from the Southerly line of West Jefferson Avenue, said distance being measured from a point in said street line 94.12 feet Westerly from the Westerly line of Campbell Avenue; thence Southeasterly 257.86 feet on a curve concave to the North, to a point 319.04 feet Southerly, measured at right angles from the Southerly line of West Jefferson Avenue, said distance being measured from a point in said street line 126.33 feet Easterly from the Westerly line of Campbell Avenue, said curve having a radius of 272.939 feet; thence Easterly 451.16 feet, more or less, to a point in the Easterly line of the property hereby conveyed, 322 feet Southerly, measured along said Easterly line, from the Southerly line of West Jefferson Avenue; thence Southerly along said Easterly line, 30 feet; thence Westerly, at right angles, 451.16 feet; thence Westerly 44.94 feet on a curve concave to the North, and whose radius is 302.939 feet; thence Northwesterly 241.58 feet on a curve concave to the North whose radius is 302.939 feet to a point in the Southerly right of way line of the Michigan Central Railroad Company, 225.44 feet Southerly, measured at right angles, from the Southerly line of West Jefferson Avenue, said distance being measured from a point in said street line 117.3 feet Westerly from the Westerly line of Campbell Avenue; thence along the Southerly

curve of said railroad right of way line to a point in the Westerly line of the property herein described; thence Northerly along said Westerly line to a point distant, on a course S 61°52' W 33.04 feet, more or less, from the point of beginning; thence N 61°52' E to the point of beginning. The parcel hereby excepted being a strip of land 30 feet in width extending across said premises, owned by Michigan Central Railroad Company, and used for railroad purposes. Subject, also, to a right of way granted to the

City of Detroit for sewer purposes, as set forth in Right of Way recorded in Liber 289 of Deeds, Page 578, Wayne County Records.

The exception from Lot 10, Block 22, Reeder, Jerome and Duffield's Subdivision of the East 354 feet of Private Claim 39, according to the instrument recorded in Liber 1756 of Deeds, Page 404, Wayne County Records, may be described as:

Beginning at a point at the intersection of the southerly line of West Jefferson Avenue and the easterly line of a vacated alley as platted in the mentioned subdivision, 30 feet West of the West line of Private Claim 30; thence along the east line of said vacated alley, S 28°03'12" E 145 feet; thence S 61°40'08" W 30.36 feet; thence N 28°03'12" W 145 feet to a point on the southerly line of West Jefferson Avenue; thence along said street line N 61°40'08" E 30.36 feet to the point of beginning.

The right of way for the sewer is described in a deed recorded in Liber 289, Page 578, Wayne County Records, and dated January 20, 1887; it includes the following:

" ... for the purpose of building ... sewers ... from the center of Woodbridge street to the channel bank of the Detroit River ... a right of way thirty-six feet wide from the center of Woodbridge to the channel bank of the Detroit River ... the whole of said right of way is to be within the bounds of Campbell Avenue when the same is platted, and the same lines continued or extended in the same course when not platted ... and the said (City of Detroit) shall have the right to locate said sewer within the bounds of Campbell Avenue, and the lines of Campbell Avenue extended, where they shall deem best ... "

The precise location of this right of way is not known to the appraisers.

Based on the foregoing, the following description of the subject property, intended to include all of the land in the Revere ownership in this location, was prepared:

Beginning at the point of intersection of the Southerly line of West Jefferson Avenue and the Westerly line of Private Claim 39;

Thence N 61°52' E along said street line, 385.49 feet;

Thence S 28°03'12" E 145 feet;

Thence N 61°52' E 101.04 feet;
Thence N 27°49' W 202.75 feet;
Thence N 61°52' E along the Southerly line of West
Jefferson Avenue, 604.64 feet;

Thence S 27°50' E 904.52 feet to the United States
harbor line;

Thence S 34°03' W along said harbor line to the most
easterly corner of the Fort Wayne property;

Thence N 55°57' W along the easterly line of the Fort
Wayne property to a point of deflection, being the
Westerly line of Private Claim 39;

Thence Northeasterly along the said Westerly line of
Private Claim 39 to the point of beginning.

All of the above being a part of Private Claim 39 in
the City of Detroit, Wayne County, Michigan, and including
portions of "The Sixth Plat of the Subdivision of Part of
the Walter Crane Farm" and "Reeder, Jerome and Duffield's
Subdivision of the East 354 Feet of Private Claim 39",
according to the recorded plats thereof.

Excepting therefrom a right of way strip, thirty feet
wide, under the past or present ownership of the Pennsylvania
Central Railroad Company;

And subject to a right of way easement for sewer
purposes granted to the City of Detroit.

The above description, as condensed, is intended to
simplify, but, not supplant, the foregoing legal descriptions
as taken from more official documents.

The division of the subject property into "eastern"
and "western" portions, as requested in this appraisal
assignment, is not based on survey; the property, as of the
effective date of this appraisal report, stands undivided
under a single ownership. For the purposes of this report,
the dividing line was considered to be as follows:

Commencing at a point in the Southerly line of West
Jefferson Avenue, 5.00 feet Westerly of the intersection
of the said street line with the Easterly line of vacated
Campbell Avenue;

Thence S 28°03'20" E to the United States harbor
line of the Detroit River.

The bearing of this dividing line, as provided above,
is parallel with the easterly line of the subject property
as indicated on a survey of this property performed by
Warner & Warner, Registered Civil Engineers, and provided
to the appraiser.

- LAND CONTRACT -

THIS CONTRACT, made this 20th day of DECEMBER, 1982 between Revere Copper Products, Incorporated, a Maryland Corporation, hereinafter referred to as "SELLER", whose address is 605 Third Avenue, New York City, New York 10158 and the City of Detroit, a Michigan Municipal Corporation, acting by and through its Community & Economic Development Department, hereinafter referred to as "PURCHASER", whose address is 150 Michigan Avenue, Detroit, Michigan 48226

WITNESSETH:

1. SELLER AGREES:

(a) To sell and convey to Purchaser land in the City of Detroit, County of Wayne, Michigan, described as:

See Exhibit "A" attached hereto, made a part hereof, and incorporated herein

, hereinafter referred to as "the land" together with all tenements, improvements and appurtenances now on the land, subject to any applicable building and use restrictions and to any easements affecting the land.

(b) That the full consideration for the sale of the land to the Purchaser is: Three-Million and No/100 (\$3,000,000.00) Dollars, of which the sum of Nine-Hundred Thousand and No/100 (\$900,000.00) Dollars has been paid to Seller prior to the delivery hereof, the receipt of which is hereby acknowledged, and the additional sum of Two-Million One-Hundred Thousand (\$2,100,000.00) Dollars, is to be paid to Seller, with interest on any part thereof at any time unpaid at the rate of Ten (10%) per cent per annum while Purchaser is not in default, and also at the rate of Ten (10%) per cent per annum, computed upon the balance of the purchase price then unpaid, during the period of any default in payment. Such additional purchase money and interest is to be paid in annual installments of Seven-Hundred Thousand and No/100 (\$700,000.00) Dollars each, plus interest, or more at Purchaser's option on the 20th day of December, beginning December 20th, 1983; such payments to be applied first upon interest and the balance on principal. All of the purchase money and interest, shall, however, be fully paid within three (3) years from the date hereof, anything herein to the contrary notwithstanding:

(c) To execute and deliver to Purchaser or his assigns, upon payment in full of all sums owing hereon, less the amount then owing on any unpaid mortgage or mortgages, and the surrender of the duplicate of this contract, a good and sufficient warranty deed conveying title to the land, subject to abovementioned restrictions and easements and to any then unpaid mortgage or mortgages, but free from all other encumbrances, except such as may be herein set forth or shall have accrued or attached since the date hereof through the acts or omissions of persons other than Seller or his assigns.

(d) To deliver to Purchaser as evidence of title, an owner's policy of title insurance furnished by First Title Corporation, in the amount of Three-Million (\$3,000,000.00) Dollars. The effective date of the

policy to be the date of this contract, or such later date as the contract is delivered by Seller to purchase at closing.

Purchaser's
Duties

2. PURCHASER AGREES:

(a) To purchase the land and pay Seller the sum aforesaid, with interest thereon, as above provided.

(b) To use, maintain and occupy the land in accordance with any and all building and use restrictions applicable thereto.

Maintenance
of Premises

(c) To keep the land in accordance with all police, sanitary or other regulations imposed by any governmental authority.

(d) To keep and maintain the land and the buildings in as good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of Seller's security, without the written consent of Seller.

To Pay Taxes
and Keep
Premises
Insured

(e) To pay all taxes and special assessments hereafter levied on the land before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof; ~~and also at all times to keep the buildings now or hereafter on the land insured against loss and damage in manner and to an amount approved by Seller, and to deliver the policies as issued to Seller with the premiums fully paid.~~ *WME*

Acceptance
of Title
and
Premises

(f) That he has examined a title insurance commitment dated DECEMBER 7, 1982, issued by First Title Corporation covering the land, and is satisfied with the marketability of title shown thereby. Delivery of such commitment to Purchaser shall constitute partial fulfillment of Seller's agreement to furnish title evidence herein contained. Section 1(d) shall constitute total fulfillment of agreement.

(g) That he has examined the land and is satisfied with the physical condition of any structure thereon and, only except as provided in paragraph (3) (k) (iii) below, hereby waives any and all claims on account of any encroachment on the land or on any premises adjacent thereto.

3. SELLER AND PURCHASER MUTUALLY AGREE:

Mortgage
by Seller

(a) That Seller may at any time encumber the land by mortgage or mortgages to secure not more than the balance owing hereto at the time such mortgage or mortgages are executed, which mortgage or mortgages shall provide for payments of principal and/or interest not in excess of nor sooner than those provided for in this contract, and shall be a first lien upon the land superior to the rights of Purchaser therein; provided notice of the execution of such mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages and the rate of interest and maturity of the principal and interest shall be sent to Purchaser by certified mail promptly after execution thereof. Purchaser shall, on demand of the Seller, execute any instruments that may be required for the

exercise of the foregoing power. If Purchaser shall refuse to execute any such instruments demanded by Seller or to accept such certified mail, or such certified mail shall be returned unclaimed, then Seller may post such notice in two conspicuous places on the land, and make affidavit of such facts and of such posting, after which Purchaser's rights shall be subordinated to such mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination effected as herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals, extensions or amendments of such mortgage or mortgages after Seller has given notice thereof to Purchaser in like manner as is herein provided for giving notice of the execution of such mortgage or mortgages, except as to amendments which would increase the mortgage amount to one in excess of that owing hereon, or provide for a rate of interest in excess of that provided or a maturity date sooner than provided herein.

Encumbrances
on Seller's
Title

(b) That if the title of Seller is evidenced by land contract or now or hereafter encumbered by mortgage, Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to Purchaser on demand. On Seller's default Purchaser may pay the same, which payments shall be credited on the sums matured or first maturing hereon with interest at Ten (10%) per cent per annum on payments so made. If proceedings are commenced to recover possession of the land or to enforce the payment of such contract or mortgage, because of Seller's default, Purchaser may at any time thereafter while such proceedings are pending encumber the land by mortgage securing such sums as can be obtained upon such terms as may be required and with the proceeds pay and discharge such mortgage or purchase money lien, and any mortgage so given shall be a first lien upon the land superior to the rights of Seller therein. Thereafter Purchaser shall be credited on the sums matured or first maturing hereon. When the amount owing hereon is reduced to that owing upon such contract or mortgage or upon any mortgage executed under either of the powers contained in this contract, a conveyance shall be made in the form above provided with a covenant by the grantee to assume and pay the same.

Non-payment
of Taxes or
Insurance

(c) That if default is made by Purchaser in the payment of any tax or special assessment or insurance premiums or in the delivery of insurance as above provided, Seller may pay such tax, special assessment or premiums or procure such insurance and pay the premiums therefor, and any amount so paid shall be a further lien on the land payable by Purchaser to Seller forthwith with interest at Ten (10%) per cent per annum. This provision shall be effective only if Paragraph 2(e) applies.

Disposition
of Insurance
Proceeds

(d) That during the existence of this contract, any proceeds received from a hazard insurance policy covering the land shall be distributed first to Seller to apply upon the contract, with any balance of such proceeds paid to Purchaser.

Assignment
by Purchaser

(e) That no assignment or conveyance by Purchaser shall create any liability whatsoever against Seller until a duplicate thereof duly witnessed and acknowledged containing the residence address of the assignee, shall be delivered either personally or by certified mail to Seller and receipt therefor obtained. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by

Seller's endorsement of receipt or acceptance thereon.

Possession

(f) That Purchaser shall have the right to possession of the land from and after the date hereof, unless otherwise herein provided and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. If the land is vacant or unimproved, Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.

**Right
to Forfeit**

(g) That should Purchaser fail to perform this contract or any part thereof, Seller immediately after such default shall have the right to declare this contract forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the land, together with additions and accretions thereto, and consider and treat Purchaser as his tenant holding over without permission and may take immediate possession of the land, and Purchaser and each and every other occupant remove and put out. A proper notice of forfeiture, giving Purchaser at least fifteen (15) days to pay any moneys required to be paid hereunder or to cure other material breaches of this statute, prior to institution of any proceedings to recover possession of the land.

**Acceleration
Clause**

(h) That if proceedings are taken to enforce this contract by equitable action, after Purchaser shall have been in default for a period of forty-five (45) days or more, the entire amount owing hereon shall be due and payable forthwith, anything herein contained to the contrary notwithstanding.

(i) That time shall be deemed to be of the essence of this contract.

**Notice to
Purchaser**

(j) That any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be conclusively presumed to have been served upon Purchaser, if such instrument was enclosed in an envelope with first-class postage fully prepaid, addressed to Purchaser at the address set forth in the heading of this contract or at the latest other address, which may have been specified by Purchaser and receipted for in writing by Seller, and such envelope was deposited in the United States government mail.

**Additional
Clauses**

(k) i. That in consideration of the herein agreed upon purchase price, the Seller, having full knowledge of same, agrees to waive all present and future claims to relocation benefits that would normally be associated with the City's Community & Economic Development Block Grant purchases.

ii. That the premises contain no compensable movable or immovable trade fixtures involved in this purchase. Further, no appraisal or valuation of such was considered or deemed necessary by Seller or Purchaser, and Seller agrees to waive the purchase of any such items.

iii. That Seller will utilize his best efforts to obtain and transfer to the Purchaser at no cost, title to the property on both sides of a rail line running through the premises, which would be included in the legal description attached hereto, but for the exceptions contained on pages two (2) and three (3) of

Exhibit A. In the event that Seller has been unable to obtain and be ready to transfer to the Purchaser marketable title to that parcel by thirty (30) days prior to the date on which the first installment of the purchase price (\$700,000.00) is to be paid, Seller will allow the Purchaser to place in escrow \$500,000.00 of said first installment. In the event Seller is unable to transfer marketable title of railroad property to Purchaser after final installment of land contract is paid, Purchaser will retain escrowed amount (\$500,000.00) and pursue purchase of railroad land unto itself.

- iv. While and during any period up to two (2) years following this contract date, the Seller may enjoy rent free occupancy of that part of the premises, including office and parking, currently utilized by it for an extrusion plant, provided Seller produces evidence to hold the City harmless from any liability that could be connected with the premises and its occupancy. Seller will not occupy the balance of the premises after the date of this contract except as necessary to expeditiously remove the contents of its presently inactive rolling mill

Capacity
of Parties

Any individual parties hereto represent themselves to be of full age. Any corporate parties hereto represent themselves to be existing corporations with their charters in full force and effect.

Interpretation
of Contract

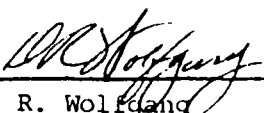
The pronouns and relative words herein used are written in the masculine and singular. If, however, more than one person joins in the execution hereof as Seller or Purchaser, or either party be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees successors and assigns of the respective parties.


Signed, sealed and delivered by the parties in duplicate the day and year above written.

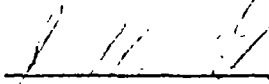
IN PRESENCE OF:

Signatures

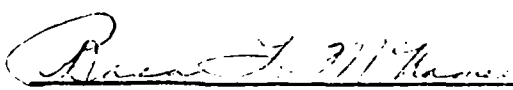
REVERE COPPER PRODUCTS, INC.

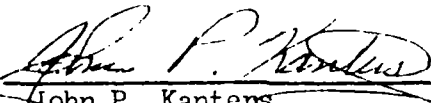

D. R. Wolfgang

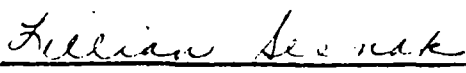

J. W. Drosdick

BY  (L.S.)
J. H. Groeger, Its President

CITY OF DETROIT


Rosa L. McNamee

BY  (L.S.)
John P. Kanters
Deputy Finance Director


Lillian Sesnak

STATE OF NEW YORK

COUNTY OF ONEIDA

The foregoing instrument was acknowledged by me this 15th day of December, 1982 by J. H. Groeger the President of Revere Copper Products, Inc., a Maryland Corporation.

MY COMMISSION EXPIRES: 3/30/84

Mary S. Van Slyke
NOTARY PUBLIC State of New York
COUNTY Oneida

STATE OF MICHIGAN

COUNTY OF WAYNE

The foregoing instrument was acknowledged by me this 16th day of December, 1982 by John P. Kanters the Deputy Finance Director of the City of Detroit, a Michigan Municipal Corporation.

MY COMMISSION EXPIRES: _____

John P. Kanters
NOTARY PUBLIC State of Michigan
COUNTY _____
My Commission Expires _____

USLIFE TITLE INSURANCE Company of New York
COMMITMENT FOR TITLE INSURANCE

FIRST TITLE CORPORATION
2000 Commonwealth Bldg.
Detroit, Michigan 48226

NUMBER 9529-82

USLIFE TITLE INSURANCE Company of New York, a corporation of New York, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, in favor of the proposed Insured, as owner or mortgagee of the estate or interest covered hereby in the land described, upon payment of the premiums and charges therefor; all subject to the provisions contained herein and to the Conditions and Stipulations on the reverse hereof.

FORM OF POLICY TO BE ISSUED

OWNER'S POLICY
\$ 3,000,000.00

ALTA MORTGAGE POLICY WITHOUT EXCEPTIONS
\$

ALTA MORTGAGE POLICY WITH EXCEPTIONS
\$

PARTY TO BE INSURED

CITY OF DETROIT, a Michigan Municipal Corporation

DESCRIPTION OF REAL ESTATE

Situated in

County Michigan

SEE ATTACHED LEGAL DESCRIPTION

OWNER, ENCUMBRANCES, EXCEPTIONS TO TITLE, AND TAXES
AND REQUIREMENTS FOR ISSUANCE OF POLICY

1 Owner REVERE COPPER PRODUCTS, Inc., a Maryland Corporation.

SUBJECT to Bankruptcy Petition of REVERE COPPER PRODUCTS, Inc. United States Bankruptcy Court, Southern District of New York, Case Numbers 82 B 12073 (PA) through 82 B 12086 (PA), inclusive. Court Order dated November 9, 1982 grants the above named owner full power and authority to convey subject property to the party to be insured.

REQUIREMENT: File in the above entitled cause the necessary proofs of service or affidavits of service to indicate that the trustee and all creditors entitled to notice were given timely notice of hearing of the application and order for sale of the subject property to the party to be insured.

REQUIREMENT: Submit to this company documentation showing that the above named owner is the successor in interest to REPUBLIC BRASS CORPORATION, a Maryland Corporation

REQUIREMENT: Submit to this company a resolution of the Board of Directors of the above named owner authorizing the sale of the subject property to the party to be insured and stipulating who is to execute a Land Contract on behalf of said corporation.


SEE REVERSE SIDE


President

FOR INFORMATION CALL: 313-964-5560

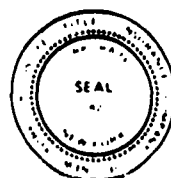
Dated at Detroit Michigan
Nov. 22, 1982 @ 8:00 A.M.

Countersigned


Attest: Secretary

This Commitment is valid and binding for
a period of 90 days from the date hereof.
Thereafter it is void and of no effect.


Authorized Signatory



NOTE: The reverse side hereof is part of this commitment.

Nat'l 23

LEGAL DESCRIPTION

Land in the City of Detroit, County of Wayne, State of Michigan
to wit:

- PARCEL # 1: Lots 1187 through 1200 inclusive and the Westerly 23 feet of Lot 1201 of the Sixth Plat of WALTER CRANE FARM, P.C. 39, together with the adjoining vacated alley located at the rear of said lots, according to the Plat thereof as recorded in Liber 20, Page 55 of plats, Wayne County Records.
- PARCEL # 2: Lots 1206 through 1215 inclusive of the Sixth Plat of WALTER CRANE FARM, P.C. 39, together with the adjoining vacated alley located at the rear of said lots, according to the Plat thereof as recorded in Liber 20, Page 55 of plats, Wayne County Records. Campbell Avenue lying Southerly of the Southerly line of Jefferson Avenue West and Westerly of the above described premises also Lots 1 through 10, inclusive of Block 22, REEDER, JEROME AND DUFFIELDS SUBDIVISION, together with the adjoining vacated alley Southerly of said premises as recorded in Liber 7, Page 29 of plats, Wayne County Records, excepting that part of Lot 10 and the vacated alley deeded to the City of Detroit in Liber 1756, Page 404 of Deeds, Wayne County Records.
- PARCEL # 3: The Westerly 385.36 feet in width of that part of Private Claim 39 South of West Jefferson Avenue, excepting the Northerly 145 feet thereof as platted in the plat recorded in Liber 20, Page 55 of plats, Wayne County Register of Deeds records: together with accretions and additions thereto extending to the Detroit River and to the Harbor Line.
- PARCEL # 4: Beginning at a point South 28° 8 minutes East 202.75 feet from a point in the Southerly line of said West Jefferson Avenue 97.52 feet distant on a course South 61° 52 minutes West from the intersection of the Southerly line of West Jefferson Avenue with the Westerly line of vacated Campbell Avenue; running thence from said point of beginning North 61° 52 minutes East 71.40 feet to a point; thence North 27° 49 minutes West 57.75 feet to a point; thence North 61° 52 minutes East 604.68 feet to a point; thence South 27° 50 minutes East 759.52 feet to the United States harbor line thence South 34° 3 minutes West along said United States harbor line 635.59 feet to a point in the Easterly line of PARCEL # 3 above; thence North 55° 57 minutes West 302.57 feet along the Easterly line of PARCEL # 3 above to a point which is the apex of an angle formed by the change of the course of the Westerly boundary of the premises herein described in an Easterly direction; thence continuing along said Easterly line of PARCEL # 3 above North 28° 3 minutes West 730.73 feet to a point; thence North 61° 52 minutes East 29.64 feet to the point of beginning, including all

vacated streets and alleys lying within the boundaries of said premises above described, and together with all riparian rights thereunto belonging.

EXCEPTING THEREFROM

Land in the City of Detroit, County of Wayne, State of Michigan

A strip of land 30 feet wide, being 15 feet on each side of the following described center line, said center line commencing at a point on the South line of River Street (now Jefferson Avenue), said point being 170 feet Westerly from the Westerly line of Campbell Avenue, this being the point of curve from a straight line which is 170 feet from and parallel to Campbell Avenue; running thence Southeasterly on a 15 degree curve to the left to a point on the Easterly line of land now or formerly owned by W. S. Rathbone Land Company, Limited, said point being 179 feet Southerly from the Southerly line of said River Street, said Easterly line being 2 feet Westerly from the Westerly line of Lot 1202 extended, said Lot 1202 being in the Sixth Plat subdivision of the Walter Crane Farm, all as set forth and with the reservations contained in the record of said conveyances for railroad purposes in Liber 660, Page 505, Wayne County Register of Deeds Office.

AND

Beginning at a point 202.75 feet Southerly measured at right angles from the Southerly line of West Jefferson Avenue, said distance being measured from a point in said Street line 94.12 feet Westerly, measured along said Street line from the Westerly line of Campbell Avenue; thence Southeasterly 257.86 feet to a curve concave to the North to a point 319.04 feet Southerly measured at right angles from the Southerly line of West Jefferson Avenue, said distance being measured from a point in said Street line 126.33 feet Easterly measured along said Southerly line of West Jefferson Avenue from the Westerly line of Campbell Avenue, said curve having a radius of 272.939 feet; thence Easterly 451.16 feet more or less to a point in the Easterly line of the property hereby conveyed 322 feet Southerly measured along said Easterly line from the Southerly line of said West Jefferson Avenue; thence Southerly at right angles and along said Easterly line 30 feet; thence Westerly at right angles 451.16 feet; thence Westerly 44.94 feet on a curve concave to the North tangent to last described course and whose radius is 302.939 feet; thence Northwest-erly 241.58 feet on a curve concave to the North whose radius is 302.939 feet to a point in the Southerly right of way line of the

Toledo, Canada, Southern and Detroit Railway Company, now Michigan Central Railroad Company, 225.44 feet Southerly measured at right angles from the Southerly line of West Jefferson Avenue, said distance being measured from a point in said Southerly line of West Jefferson Avenue 117.3 feet Westerly measured along said Southerly line of West Jefferson Avenue from the Westerly line of Campbell Avenue; thence along the Southerly curve of said railroad right of way line to a point in the Westerly line of the property herein described; thence Northerly along said Westerly line to a point distant on a course South 61 degrees 52 minutes West 33.04 feet more or less from the point of beginning; thence North 61 degrees 52 minutes East 33.04 feet more or less to the point of beginning; the parcel hereby excepted being a strip of land 30 feet in width extending across said premises, owned by Michigan Central Railroad Company and used for railroad purposes.

Together with the right to cross and recross with roadways at grade said parcel hereinabove excepted from said description and any and all tracks that may be laid thereon, for access to and from the lands herein described adjoining said excepted parcel on both sides, and to lay and maintain under and across the same, sewer, water, gas and steam pipes and electric wire conduits; provided, however, that such crossings shall be constructed and said pipes and conduits laid at the sole expenses of Revere Copper and Brass Incorporated, and its successors and assigns under the general supervision of the Chief Engineer of the Michigan Central Railroad Company, and at such points, times and manner as may be designated by and satisfactory to the Chief Engineer of said Railroad Company.

McMillan

MACHINERY CO., INC.



ROLLING MILLS
SLITTING LINES
WIRE EQUIPMENT

203 / 367-5301
TELEX 964380

P.O. BOX 2425 / 125 LINDLEY STREET, BRIDGEPORT, CONNECTICUT • 06608-9990

February 23, 1983

RECEIVED

cc: R.C. Tietze
Revere Copper & Brass Inc
605 Third Ave., NY NY

FEB 23 1983

Mr. Russell Chambers
Real Estate Administrator
Commercial & Economic Development Dept.
City of Detroit
150 Michigan Ave.
Detroit, MI 48226

Community & Economic Devel. Dept.
Real Estate Division

E

RE: PURCHASE OF REVERE COPPER & BRASS PLANT
BY MC MILLAN MACHINERY COMPANY

Dear Mr. Chambers:

Pursuant to a request from Revere Copper & Brass Company in New York, I am sending you this letter concerning our purchase of the Revere Copper and Brass Co. equipment remaining at the Jefferson St. Plant. As you know, we are purchasing all of the machinery equipment and cranes located in the buildings and have presently scheduled an auction for March 31, 1983. There will follow a period of several weeks in which we will allow people to remove the equipment. It is our understanding that the City does not intend to provide any guard service after March 15 when Revere leaves the property, but will instead simply lock the gates and give us a set of keys. This arrangement is acceptable to us and we will provide our own security for the equipment until it is removed following the auction.

With regard to the two Extrusion Presses, Revere informs that you have agreed to allow us to leave the Extrusion Presses on site for a minimum of one year commencing March 15, 1983. During this time we will be bringing in customers to inspect these machines and hopefully effectuate a sale. During this time we will not provide guard service but will simply leave the property locked under your instructions. We will assume all responsibility for the presses in the building. In addition we confirm that our purchase includes all of the cranes located in the buildings.

I would be grateful if you would send a letter to me indicating your acceptance of our plans and in particular your permission for us to leave the Extrusion Presses on site until at least March 15, 1984 and to enter the premises with customers for these machines.

Thank you for your consideration in this matter. I will be happy to work with you in any way that I can.

Sincerely,

MC MILLAN MACHINERY CO. INC.

John W. Conroy

JWC:ftp

MDNA
MACHINERY DEALERS
NATIONAL ASSOCIATION

AFFIDAVIT OF LOST DEED

LI 23247 PA 671

STATE OF MICHIGAN)
)SS
 COUNTY OF WAYNE)

William T. Thompson, being first duly sworn, deposes and says as follows:

1. That he is the Real Estate Administrator of the Real Estate Development Section of the Community and Economic Development Department for the City of Detroit, which handles all real estate owned by the City of Detroit.

2. That on December 20, 1982, recorded on December 21, 1982, the City of Detroit, a Michigan municipal corporation, as purchaser ("Purchaser"), and Revere Copper Products, Incorporated, a Maryland Corporation as seller ("Seller") entered into a land contract (the "Land Contract") for the purchase of certain real property in the City of Detroit, County of Wayne, Michigan, as described in Exhibit "A" attached hereto (the "Property").

3. That on December 21, 1982 the Land Contract was duly filed for recordation with the Wayne County Register of Deeds and is recorded at Liber 21550, Page 536, Wayne County Records, a copy of said recorded Land Contract is attached hereto as Exhibit "B".

4. That on December 10, 1985, the Seller did deliver to the Purchaser a warranty deed executed by R. L. Veals, Vice President and Treasurer of Seller and S. H. Kaprelian, Assistant Secretary of Seller, which was properly witnessed, acknowledged and notarized, for the Property, a copy of said Warranty Deed is attached hereto as Exhibit "C".

FOR FILE
 RECORDS OF DEEDS
 WAYNE COUNTY
 1985 DEC 10

87087096

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5. That on or after March 21, 1986, the original said warranty deed was misplaced and/or lost by the Purchaser.

6. That the Purchaser hereby records this Affidavit of Lost Deed with attached Exhibits in lieu of the original warranty deed.

FURTHER DEPONENT SAYETH NOT.

William T. Thompson
WILLIAM T. THOMPSON

Subscribed and sworn to before me
this 23rd day of January, 19 87

Robert Domerowski
Notary Public, Wayne County, MI
My Commission Expires: Sept 10, 1990
ROBERT DOMEROWSKI
Notary Public, Wayne County, MI
My Commission Expires Sept. 10, 1990

DRAFTED BY

Thomas Peterson - Law Dept.
1010 City-County Bldg.
Detroit, Mi. 48226

RETURN TO: SAME

(EXHIBIT A CONTINUED)

LI 23247 PA 674

LEGAL DESCRIPTION CONTINUED

Page 2.

vacated streets and alleys lying within the boundaries of said premises above described, and together with all riparian rights thereunto belonging.

EXCEPTING THEREFROM

Land in the City of Detroit, County of Wayne, State of Michigan

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AND

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LEGAL DESCRIPTION CONTINUED:

Page 3.

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G709545

LI 21550 PA 536
LI 23247 PA 676

- LAND CONTRACT -

THIS CONTRACT, made this 26th day of DECEMBER, 1982 between Revere Copper Products, Incorporated, a Maryland Corporation, hereinafter referred to as "SELLER", whose address is 605 Third Avenue, New York City, New York 10158 and the City of Detroit, a Michigan Municipal Corporation, acting by and through its Community & Economic Development Department, hereinafter referred to as "PURCHASER", whose address is 150 Michigan Avenue, Detroit, Michigan 48226

Parties

WITNESSETH:

1. SELLER AGREES:

(a) To sell and convey to Purchaser land in the City of Detroit, County of Wayne, Michigan, described as:

Description of Land

See Exhibit "A" attached hereto, made a part hereof, and incorporated herein

, hereinafter referred to as "the land" together with all tenements, improvements and appurtenances now on the land, subject to any applicable building and use restrictions and to any easements affecting the land.

(b) That the full consideration for the sale of the land to the Purchaser is: Three-Million and No/100 (\$3,000,000.00) Dollars, of which the sum of Nine-Hundred Thousand and No/100 (\$900,000.00) Dollars has been paid to Seller prior to the delivery hereof, the receipt of which is hereby acknowledged, and the additional sum of Two-Million One-Hundred Thousand (\$2,100,000.00) Dollars, is to be paid to Seller, with interest on any part thereof at any time unpaid at the rate of Ten (10%) per cent per annum while Purchaser is not in default, and also at the rate of Ten (10%) per cent per annum, computed upon the balance of the purchase price then unpaid, during the period of any default in payment. Such additional purchase money and interest is to be paid in annual installments of Seven-Hundred Thousand and No/100 (\$700,000.00) Dollars each, plus interest, or more at Purchaser's option on the 20th day of December, beginning December 20th, 1983; such payments to be applied first upon interest and the balance on principal. All of the purchase money and interest, shall, however, be fully paid within three (3) years from the date hereof, anything herein to the contrary notwithstanding.

(c) To execute and deliver to Purchaser or his assigns, upon payment in full of all sums owing hereon, less the amount then owing on any unpaid mortgage or mortgages, and the surrender of the duplicate of this contract, a good and sufficient warranty deed conveying title to the land, subject to abovementioned restrictions and easements and to any then unpaid mortgage or mortgages, but free from all other encumbrances, except such as may be herein set forth or shall have accrued or attached since the date hereof through the acts or omissions of persons other than Seller or his assigns.

(d) To deliver to Purchaser as evidence of title, an owner's policy of title insurance furnished by First Title Corporation, in the amount of Three-Million (\$3,000,000.00) Dollars. The effective date of the

original returned to
Revere 12/18/85

Terms of Payment

RECORDED
21 1982
FOREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

Seller's Duty to Convey

Furnishing Evidence of Title

EXHIBIT B

G709545

policy to be the date of this contract, or such later date as the contract is delivered by Seller to purchase at closing.

2. PURCHASER AGREES:

Purchaser's
Duties

(a) To purchase the land and pay Seller the sum aforesaid, with interest thereon, as above provided.

(b) To use, maintain and occupy the land in accordance with any and all building and use restrictions applicable thereto.

Maintenance
of Premises

(c) To keep the land in accordance with all police, sanitary or other regulations imposed by any governmental authority.

(d) To keep and maintain the land and the buildings in as good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of Seller's security, without the written consent of Seller.

To Pay Taxes
and Keep
Premises
Insured

(e) To pay all taxes and special assessments hereafter levied on the land before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof; ~~and also at all times to keep the buildings now or hereafter on the land insured against loss and damage, in manner and to an amount approved by Seller, and to deliver the policies as issued to Seller with the premiums fully paid.~~

Acceptance
of Title
and
Premises

(f) That he has examined a title insurance commitment dated DECEMBER 7, 1982, issued by First Title Corporation covering the land, and is satisfied with the marketability of title shown thereby. Delivery of such commitment to Purchaser shall constitute partial fulfillment of Seller's agreement to furnish title evidence herein contained. Section 1(d) shall constitute total fulfillment of agreement.

(g) That he has examined the land and is satisfied with the physical condition of any structure thereon and, only except as provided in paragraph (3) (k) (iii) below, hereby waives any and all claims on account of any encroachment on the land or on any premises adjacent thereto.

3. SELLER AND PURCHASER MUTUALLY AGREE:

Mortgage
by Seller

(a) That Seller may at any time encumber the land by mortgage or mortgages to secure not more than the balance owing hereto at the time such mortgage or mortgages are executed, which mortgage or mortgages shall provide for payments of principal and/or interest not in excess of nor sooner than those provided for in this contract, and shall be a first lien upon the land superior to the rights of Purchaser therein; provided notice of the execution of such mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages and the rate of interest and maturity of the principal and interest shall be sent to Purchaser by certified mail promptly after execution thereof. Purchaser shall, on demand of the Seller, execute any instruments that may be required for the

exercise of the foregoing power. If Purchaser shall refuse to execute any such instruments demanded by Seller or to accept such certified mail, or such certified mail shall be returned unclaimed, then Seller may post such notice in two conspicuous places on the land, and make affidavit of such facts and of such posting, after which Purchaser's rights shall be subordinated to such mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination effected as herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals, extensions or amendments of such mortgage or mortgages after Seller has given notice thereof to Purchaser in like manner as is herein provided for giving notice of the execution of such mortgage or mortgages, except as to amendments which would increase the mortgage amount to one in excess of that owing hereon, or provide for a rate of interest in excess of that provided or a maturity date sooner than provided herein.

Encumbrances
on Seller's
Title

(b) That if the title of Seller is evidenced by land contract or now or hereafter encumbered by mortgage, Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to Purchaser on demand. On Seller's default Purchaser may pay the same, which payments shall be credited on the sums matured or first maturing hereon with interest at Ten (10%) per cent per annum on payments so made. If proceedings are commenced to recover possession of the land or to enforce the payment of such contract or mortgage, because of Seller's default, Purchaser may at any time thereafter while such proceedings are pending encumber the land by mortgage securing such sums as can be obtained upon such terms as may be required and with the proceeds pay and discharge such mortgage or purchase money lien, and any mortgage so given shall be a first lien upon the land superior to the rights of Seller therein. Thereafter Purchaser shall be credited on the sums matured or first maturing hereon. When the amount owing hereon is reduced to that owing upon such contract or mortgage or upon any mortgage executed under either of the powers contained in this contract, a conveyance shall be made in the form above provided with a covenant by the grantee to assume and pay the same.

Non-payment
of Taxes or
Insurance

(c) That if default is made by Purchaser in the payment of any tax or special assessment or insurance premiums or in the delivery of insurance as above provided, Seller may pay such tax, special assessment or premiums or procure such insurance and pay the premiums therefor, and any amount so paid shall be a further lien on the land payable by Purchaser to Seller forthwith with interest at Ten (10%) per cent per annum. This provision shall be effective only if Paragraph 2(e) applies.

Disposition
of Insurance
Proceeds

(d) That during the existence of this contract, any proceeds received from a hazard insurance policy covering the land shall be distributed first to Seller to apply upon the contract, with any balance of such proceeds paid to Purchaser.

Assignment
by Purchaser

(e) That no assignment or conveyance by Purchaser shall create any liability whatsoever against Seller until a duplicate thereof duly witnessed and acknowledged containing the residence address of the assignee, shall be delivered either personally or by certified mail to Seller and receipt therefor obtained. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by

Seller's endorsement of receipt or acceptance thereon.

Possession

(f) That Purchaser shall have the right to possession of the land from and after the date hereof, unless otherwise herein provided and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. If the land is vacant or unimproved, Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.

Right
to Forfeit

(g) That should Purchaser fail to perform this contract or any part thereof, Seller immediately after such default shall have the right to declare this contract forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the land, together with additions and accretions thereto, and consider and treat Purchaser as his tenant holding over without permission and may take immediate possession of the land, and Purchaser and each and every other occupant remove and put out. A proper notice of forfeiture, giving Purchaser at least fifteen (15) days to pay any moneys required to be paid hereunder or to cure other material breaches of this statute, prior to institution of any proceedings to recover possession of the land.

Acceleration
Clause

(h) That if proceedings are taken to enforce this contract by equitable action, after Purchaser shall have been in default for a period of forty-five (45) days or more, the entire amount owing hereon shall be due and payable forthwith, anything herein contained to the contrary notwithstanding.

Notice to
Purchaser

(i) That time shall be deemed to be of the essence of this contract.

(j) That any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be conclusively presumed to have been served upon Purchaser, if such instrument was enclosed in an envelope with first-class postage fully prepaid, addressed to Purchaser at the address set forth in the heading of this contract or at the latest other address, which may have been specified by Purchaser and receipted for in writing by Seller, and such envelope was deposited in the United States government mail.

Additional
Clauses

(k) i. That in consideration of the herein agreed upon purchase price, the Seller, having full knowledge of same, agrees to waive all present and future claims to relocation benefits that would normally be associated with the City's Community & Economic Development Block Grant purchases.

ii. That the premises contain no compensable movable or immovable trade fixtures involved in this purchase. Further, no appraisal or valuation of such was considered or deemed necessary by Seller or Purchaser, and Seller agrees to waive the purchase of any such items.

iii. That Seller will utilize his best efforts to obtain and transfer to the Purchaser at no cost, title to the property on both sides of a rail line running through the premises, which would be included in the legal description attached hereto, but for the exceptions contained on pages two (2) and three (3) of

Exhibit A. In the event that Seller has been unable to obtain and be ready to transfer to the Purchaser marketable title to that parcel by thirty (30) days prior to the date on which the first installment of the purchase price (\$700,000.00) is to be paid, Seller will allow the Purchaser to place in escrow \$500,000.00 of said first installment. In the event Seller is unable to transfer marketable title of railroad property to Purchaser after final installment of land contract is paid, Purchaser will retain escrowed amount (\$500,000.00) and pursue purchase of railroad land unto itself.

- iv. While and during any period up to two (2) years following this contract date, the Seller may enjoy rent free occupancy of that part of the premises, including office and parking, currently utilized by it for an extrusion plant, provided Seller produces evidence to hold the City harmless from any liability that could be connected with the premises and its occupancy. Seller will not occupy the balance of the premises after the date of this contract except as necessary to expeditiously remove the contents of its presently inactive rolling mill

Capacity
of Parties

Any individual parties hereto represent themselves to be of full age. Any corporate parties hereto represent themselves to be existing corporations with their charters in full force and effect.

Interpretation
of Contract

The pronouns and relative words herein used are written in the masculine and singular. If, however, more than one person joins in the execution hereof as Seller or Purchaser, or either party be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees successors and assigns of the respective parties.

Signed, sealed and delivered by the parties in duplicate the day and year above written.

IN PRESENCE OF:

Signatures

REVERE COPPER PRODUCTS, INC.

D. R. Wolfgang
D. R. Wolfgang

J. W. Drosdick
J. W. Drosdick

BY J. H. Groeger (L.S.)
J. H. Groeger, Its President

CITY OF DETROIT

Rosa L. McNamee
Rosa L. McNamee

Lillian Sesnak
Lillian Sesnak

BY John P. Kesters (L.S.)
Deputy Finance Director

LI 23247 PA 551

LI 21550 PA 541

STATE OF NEW YORK

COUNTY OF ONEIDA

The foregoing instrument was acknowledged by me this 15th day of December, 1982 by J. H. Groeger the President of Revere Copper Products, Inc., a Maryland Corporation.

Mary S. Vandyke

MY COMMISSION EXPIRES: 3/30/84

NOTARY PUBLIC State of New York

COUNTY Oneida

STATE OF MICHIGAN

COUNTY OF WAYNE

The foregoing instrument was acknowledged by me this 16th day of December, 1982 by John P. Kanters the Deputy Finance Director of the City of Detroit, a Michigan Municipal Corporation.

Shirley Kenney

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC SHIRLEY KENNEY
Notary Public, Wayne County, Michigan
My Commission Expires December 16, 1984

COUNTY _____

Drafted by: F. Logan Davidson
1010 City-County Bld
Detroit, MI 48226

Return to: First Title
Pick up in Basement

EXHIBIT A

LEGAL DESCRIPTION

Land in the City of Detroit, County of Wayne, State of Michigan to wit:

- PARCEL # 1: Lots 1187 through 1200 inclusive and the Westerly 23 feet of Lot 1201 of the Sixth Plat of WALTER CRANE FARM, P.C. 39, together with the adjoining vacated alley located at the rear of said lots, according to the Plat thereof as recorded in Liber 20, Page 55 of plats, Wayne County Records.
- PARCEL # 2: Lots 1206 through 1215 inclusive of the Sixth Plat of WALTER CRANE FARM, P.C. 39, together with the adjoining vacated alley located at the rear of said lots, according to the Plat thereof as recorded in Liber 20, Page 55 of plats, Wayne County Records. Campbell Avenue lying Southerly of the Southerly line of Jefferson Avenue West and Westerly of the above described premises also Lots 1 through 10, inclusive of Block 22, REEDER, JEROME AND DUFFIELDS SUBDIVISION, together with the adjoining vacated alley Southerly of said premises as recorded in Liber 7, Page 29 of plats, Wayne County Records, excepting that part of Lot 10 and the vacated alley deeded to the City of Detroit in Liber 1756, Page 404 of Deeds, Wayne County Records.
- PARCEL # 3: The Westerly 385.36 feet in width of that part of Private Claim 39 South of West Jefferson Avenue, excepting the Northerly 145 feet thereof as platted in the plat recorded in Liber 20, Page 55 of plats, Wayne County Register of Deeds records: together with accretions and additions thereto extending to the Detroit River and to the Harbor Line.
- PARCEL # 4: Beginning at a point South 28° 8 minutes East 202.75 feet from a point in the Southerly line of said West Jefferson Avenue 97.52 feet distant on a course South 61° 52 minutes West from the intersection of the Southerly line of West Jefferson Avenue with the Westerly line of vacated Campbell Avenue; running thence from said point of beginning North 61° 52 minutes East 71.40 feet to a point; thence North 27° 49 minutes West 57.75 feet to a point; thence North 61° 52 minutes East 604.68 feet to a point; thence South 27° 50 minutes East 759.52 feet to the United States harbor line thence South 34° 3 minutes West along said United States harbor line 635.59 feet to a point in the Easterly line of PARCEL # 3 above; thence North 55° 57 minutes West 302.57 feet along the Easterly line of PARCEL # 3 above to a point which is the apex of an angle formed by the change of the course of the Westerly boundary of the premises herein described in an Easterly direction; thence continuing along said Easterly line of PARCEL # 3 above North 28° 3 minutes West 730.73 feet to a point; thence North 61° 52 minutes East 29.64 feet to the point of beginning, including all

(EXHIBIT A CONTINUED)

LEGAL DESCRIPTION CONTINUED

Page 2.

vacated streets and alleys lying within the boundaries of said premises above described, and together with all riparian rights thereunto belonging.

EXCEPTING THEREFROM

Land in the City of Detroit, County of Wayne, State of Michigan

A strip of land 30 feet wide, being 15 feet on each side of the following described center line, said center line commencing at a point on the South line of River Street (now Jefferson Avenue), said point being 170 feet Westerly from the Westerly line of Campbell Avenue, this being the point of curve from a straight line which is 170 feet from and parallel to Campbell Avenue; running thence Southeasterly on a 15 degree curve to the left to a point on the Easterly line of land now or formerly owned by W. S. Rathbone Land Company, Limited, said point being 179 feet Southerly from the Southerly line of said River Street, said Easterly line being 2 feet Westerly from the Westerly line of Lot 1202 extended, said Lot 1202 being in the Sixth Plat subdivision of the Walter Crane Farm, all as set forth and with the reservations contained in the record of said conveyances for railroad purposes in Liber 660, Page 505, Wayne County Register of Deeds Office.

AND

Beginning at a point 202.75 feet Southerly measured at right angles from the Southerly line of West Jefferson Avenue, said distance being measured from a point in said Street line 94.12 feet Westerly, measured along said Street line from the Westerly line of Campbell Avenue; thence Southeasterly 257.86 feet to a curve concave to the North to a point 319.04 feet Southerly measured at right angles from the Southerly line of West Jefferson Avenue, said distance being measured from a point in said Street line 126.33 feet Easterly measured along said Southerly line of West Jefferson Avenue from the Westerly line of Campbell Avenue, said curve having a radius of 272.939 feet; thence Easterly 451.16 feet more or less to a point in the Easterly line of the property hereby conveyed 322 feet Southerly measured along said Easterly line from the Southerly line of said West Jefferson Avenue; thence Southerly at right angles and along said Easterly line 30 feet; thence Westerly at right angles 451.16 feet; thence Westerly 44.94 feet on a curve concave to the North tangent to last described course and whose radius is 302.939 feet; thence Northwest-erly 241.58 feet on a curve concave to the North whose radius is 302.939 feet to a point in the Southerly right of way line of the

(EXHIBIT A CONTINUED)

LEGAL DESCRIPTION CONTINUED:

Page 3.

Toledo, Canada, Southern and Detroit Railway Company, now Michigan Central Railroad Company, 225.44 feet Southerly measured at right angles from the Southerly line of West Jefferson Avenue, said distance being measured from a point in said Southerly line of West Jefferson Avenue 117.3 feet Westerly measured along said Southerly line of West Jefferson Avenue from the Westerly line of Campbell Avenue; thence along the Southerly curve of said railroad right of way line to a point in the Westerly line of the property herein described; thence Northerly along said Westerly line to a point distant on a course South 61 degrees 52 minutes West 33.04 feet more or less from the point of beginning; thence North 61 degrees 52 minutes East 33.04 feet more or less to the point of beginning; the parcel hereby excepted being a strip of land 30 feet in width extending across said premises, owned by Michigan Central Railroad Company and used for railroad purposes.

Together with the right to cross and recross with roadways at grade said parcel hereinabove excepted from said description and any and all tracks that may be laid thereon, for access to and from the lands herein described adjoining said excepted parcel on both sides, and to lay and maintain under and across the same, sewer, water, gas and steam pipes and electric wire conduits; provided, however, that such crossings shall be constructed and said pipes and conduits laid at the sole expenses of Revere Copper and Brass Incorporated, and its successors and assigns under the general supervision of the Chief Engineer of the Michigan Central Railroad Company, and at such points, times and manner as may be designated by and satisfactory to the Chief Engineer of said Railroad Company.

EXHIBIT B

The Grantor **Revere Copper Products Incorporated**
a **Maryland** corporation, whose address is
High Ridge Park, P. O. Box 10327, Stamford, CT 06904-2327
conveys and warrants to **City of Detroit, a Michigan municipal**
corporation
whose address is **c/o 150 Michigan Avenue, Detroit, Michigan 48226**

the following described premises situated in the **City**
of Detroit **County of Wayne**
and State of Michigan:

See Exhibit A attached hereto and made a part hereof

ward 16 - Item 6.002L
16 Item 6.001

for the sum of **Three Million Dollars (\$3,000,000.00)**

subject to easements and building and use restrictions of record and further subject to such defects and encumbrances
as may have attached or accrued by or through the acts or omissions of persons other than
the Grantor or his assigns since December 20, 1982, the date of a certain land contract
pursuant to which this Deed is given.

Dated this **10** day of **December**

19 85

(Signed in presence of:

Signed:

B. Harrilchak
B. Harrilchak

REVERE COPPER PRODUCTS INCORPORATED

(Name of Corporation)

GRANTOR

By: *X*

R. L. Veals
Vice President and Treasurer

R. L. Veals

By: *S. H. Kaprelian*

S. H. KAPRELIAN

Assistant Secretary
Assistant Secretary

Connecticut

STATE OF ~~CONNECTICUT~~

SS.

COUNTY OF Fairfield

The foregoing instrument was acknowledged before me this **10** day of **December**

1985 by **R. L. Veals**

and **S. H. Kaprelian**

(Name(s) of Officer(s))

the **Vice President /Treasurer and Assistant Secretary**

of **Revere Copper Products**

(Title(s) of Officer(s))

(Name of Corporation)

Incorporated

Maryland

corporation, on behalf of the corporation.

(State of Incorporation)

Notary Public,
Michigan

DOAN E. HADCOCK
NOTARY PUBLIC

County,

My commission expires:

MY COMMISSION EXPIRES MARCH 31, 1989

County Treasurer's Certificate

No. **0173**

City Treasurer's Certificate
City taxes against the within described property
are paid: Current city and special taxes included.
(C.L. 48 Section 211.135)

Virginia L. Howe

MAR 21 1986

TREASURER

By A. Buco

When Recorded Return To:

Grantee **COMM. ECON. DEV. DEPT**

(Name)

150 MICHIGAN AVE

(Street Address)

DETROIT, MICHIGAN 48226

(City and State)

Send Subsequent Tax Bills To:

Grantee

Drafted By

William B. Dunn, Esq.
Clark, Klein & Beaumont

Business Address:

1600 First Federal Building
Detroit, Michigan 48226

Tax Parcel #

Recording Fee

Transfer Tax

• TYPE OR PRINT NAMES UNDER SIGNATURES.

47-069-023

EXHIBIT C

03/21/86 11:15AM

DEEDS

\$6.00

MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING ST. PAUL TITLE INSURANCE

EXHIBIT A

- PARCEL # 1: Lots 1187 through 1200 inclusive and the Westerly 23 feet of Lot 1201 of the Sixth Plat of WALTER CRANE FARM, P.C. 39, together with the adjoining vacated alley located at the rear of said lots, according to the Plat thereof as recorded in Liber 20, Page 55 of plats, Wayne County Records.
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The Grantor Revere Copper Products Incorporated
 a Maryland corporation, whose address is
High Ridge Park, P. O. Box 10327, Stamford, CT 06904-2327
 conveys and warrants to City of Detroit, a Michigan municipal
corporation
 whose address is c/o 150 Michigan Avenue, Detroit, Michigan 48226

the following described premises situated in the City
of Detroit County of Wayne
and State of Michigan.

See Exhibit A attached hereto and made a part hereof

ward 16 - Item 6.002L
 16 - Item 6.001

for the sum of Three Million Dollars (\$3,000,000.00)

subject to easements and building and use restrictions of record and further subject to such defects and encumbrances as may have attached or accrued by or through the acts or omissions of persons other than the Grantor or his assigns since December 20, 1982, the date of a certain land contract pursuant to which this Deed is given.

Dated this 10 day of December, 19 85

(Signed in presence of:

B. Harrilchak
B. Harrilchak
S. J. Stapp
S. J. Stapp

Signed:

REVERE COPPER PRODUCTS INCORPORATED
 (Name of Corporation) GRANTOR

By: X R. L. Veals
 Vice President and Treasurer R. L. Veals

By: S. H. Kaprelian
 Its Assistant Secretary

Connecticut

STATE OF MISSISSIPPI } SS.
 COUNTY OF Fairfield

The foregoing instrument was acknowledged before me this 10 day of December
 1985 by R. L. Veals and S. H. Kaprelian
 (Name(s) of Officer(s))

the Vice President /Treasurer and Assistant Secretary of Revere Copper Products
 (Title(s) of Officer(s)) (Name of Corporation)

Incorporated a Maryland corporation, on behalf of the corporation.
 (State of Incorporation)

Notary Public, DOAN E. HADCOCK County,
Michigan NOTARY PUBLIC
 My commission expires MARCH 31, 1987

County Treasurer's Certificate

City Treasurer's Certificate
 City taxes against the within described property
 are paid: Current city and special taxes included
 (C.L. 48 Section 211.135)

Virginia L. Linn MAR 21 1987
 TREASURER By A. Buco

When Recorded Return To

Grantee COMM. ECON. DEV. DEPT
 (Name)
150 MICHIGAN AVE
 (Street Address)
DETROIT, MICHIGAN 48226
 (City and State)

Send Subsequent Tax Bills To:

Grantee

Drafted By
William B. Dunn, Esq.
Clark, Klein & Beaumont
 Business Address:
1600 First Federal Building
Detroit, Michigan 48226

Tax Parcel # _____ Recording Fee _____ Transfer Tax _____

• TYPE OR PRINT NAMES UNDER SIGNATURES.

47-069-023

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DETROIT WATER AND SEWERAGE DEPARTMENT

735 Randolph

• **Detroit, Michigan 48226**

NANCY J JUSTUS
SUPERFUND PROGRAM MANAGEMENT BRANCH
USEPA 5HSM-12
230 S DEARBORN ST
CHICAGO ILL 60604